## Home Savings

Scott R. Stiegemeier
Vice President
Surface Transportation board
Office of the Secretary
Attn: Rudy St. Louis
Washington, D.C. 20423-0001

Dear Secretary,

June 17, 2002

RECORDATION NO 34025 FILED

SAN 2 '02

1-51 YM

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SURFACE TRANSPORTATION BOARD

I have enclosed the original and one counter part of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This document is a security agreement, a primary document dated June 14, 2002.

The name and address of the parties to the document are as follows:

1) Debtor:

R.P. Flynn, Inc, d.b.a. Ohio Railway Supply

5279 Burnett Rd. Kent, Ohio 44240

2) Secured Party

Home Savings Bank 142 N. Water St.

Kent, Ohio 44240

A description of the equipment covered by the primary document is as follows: A 1947 Pullman Business Card, Amtrak private car # 800289 bearing the name "The North Star", with contents.

A fee of \$28.00 is enclosed. Please return the original andy any extra copies not needed by the Board for Recordation to Home Savings Bank 142 N. Water St. Kent Ohio 44240. A short summary of the document to appear in the index is as follows:

A security agreement in the amount of \$130,000.00 from R.P. Flynn To Home Savings Bank, dated and signed June 14th, 2002. The secured Property includes, but is not limited by the following: a 1947 Pullman Business Car, Amtrak private car # 800289, with contents.

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Scott R. Stiegemeier Vice President & Secretar

CDCcom

EQUAL HOUSING LENDER



Scott R. Stiegemeier Vice President

## CORPORATE FORM OF CERTIFICATION

STATE OF OHIO: COUNTY OF PORTAGE}ss.

ON THIS 17TH DAY OF JUNE, 2002 BEFORE ME PERSONALLY APPEARED SCOTT R. STIEGEMEIER, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, SAYS THAT HE IS THE VICE PRESIDENT AND SECRETARY OF HOME SAVINGS BANK, THAT HE HAS COMPARED THE ORIGINAL FOREGOING INSTRUMENT TO THE ATTACHED COPY AND HAS FOUND THE COPY TO BE COMPLETE.

SCOTT R STIEGEMENT VICE PRESIDENT & SECRETARY

**MY COMMISSION EXPIRES:** 

ŚUSAN M MORGAN, NÓTARY PUBLIC

Susan M. Morgan Notary Public, State of Ohio My Commission Expires November 9, 2005





Vice President

## INDIVIDUAL FORM OF ACKNOWLEDGMENT

STATE OF OHIO: COUNTY OF PORTAGE} ss.

ON THIS 17TH DAY OF JUNE, 2002 BEFORE ME, PERSONALLY APPEARED R.P. FLYNN, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

R.P. FLYNN

**MY COMMISSION EXPIRES:** 

SUSAN M MORGAN NOTARY PUBLIC

Susan M. Morgan Notary Public, State of Chic My Commission Expires November 9, 2005





Scott R. Stiegemeier Vice President

## CORPORATION FORM OF ACKNOWLEDGMENT

STATE OF OHIO: COUNTY OF PORTAGE}ss

ON THIS 17TH DAY OF JUNE, 2002 BEFORE ME, PERSONALLY APPEARED R.P. FLYNN,

TOME PERSONALLY KNOWN, WHO BEING SWORN, SAYS THAT HE IS THEIR PRESIDENT OF R.P. FLYNN, INC. D.B.A. OHIO RAILWAY SUPPLY, AN OHIO CORPORATION, THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION B AUTHORITY OF ITS BOARD OF DIRECTORS, AND HE ACKNOWLEDGED THAT THE EXECUTION OF THE FOREGOING INSTRUMENT WAS THE FREE ACT AND DEED OF SAID CORPORATION.

R.P. FLYNN, PRESIDENT

**MY COMMISSION EXPIRES:** 

SÚSAN M MORGAN, NOTARY PUBLIC

Susan M. Morgan Notary Public, State of Chic My Commission Expires November 9, 2005



R. P. FLYNN, INC DBA OHIO RAILWAY SUPPLY	HOME SAVINGS BANK			
5279 BURNETT RD	142 N WATER ST		Loan Number	
KENT, OH 44240	KENT, OH 44240		Date <u>06-17-2002</u> Maturity Date <u>07-01-2004</u>	
			Loan Amount \$ 130,000.00	
			Renewal Of	
BORROWER'S NAME AND ADDRESS 'I" includes each borrower above, jointly and severally.		E AND ADDRESS its successors and assigns.		
or value received, I promise to pay to you, or you	ur order, at your address liste		of <u>ONE HUNDRED THIRTY THOUSAND AND</u>	
0/100  Single Advance: I will receive all of this princi	pal sum on	No additional	advances are contemplated under this note.	
Multiple Advance: The principal sum shown a	bove is the maximum amoun	it of principal I can borrow ur	nder this note. On <u>06-17-2002</u>	
I will receive the amount of \$				
Conditions: The conditions for future advar	nces are <u>FUNDS WILL BE DISB</u>	URSED BY TELEPHONE OR WRIT	TTEN AUTHORIZATION	
□ Open End Credit: You and I agree that all other conditions and expires on  □ Closed End Credit: You and I agree tha INTEREST: I agree to pay interest on the outstand until 07-01-2004 □ Variable Rate: This rate may then change as: □ Index Rate: The future rate will be	07-01-2004 t I may borrow up to the max ding principal balance from J	ximum only one time (and sul 06-18-2002	at the rate of <u>8,000</u> % per yea	
□ No Index: The future rate will not be su	•	·	·	
Frequency and Timing: The rate on this A change in the interest rate will take		as		
			an % or less that _ % each	
Effect of Variable Rate: A change in the int				
☐ The amount of each scheduled paymer	nt will change.	☐ The amount of the final p	ayment will change.	
ACCRUAL METHOD: Interest will be calculated o	n a PERIODIC	ba	sis.	
POST MATURITY RATE: I agree to pay interest of	on the unpaid balance of this	note owing after maturity, ar	nd until paid in full, as stated below:	
(X) on the same fixed or variable rate basis	s in effect before maturity (as	s indicated above).		
at a rate equal to				
X LATE CHARGE: If a payment is made more the	han 15days aft	ter it is due, I agree to pay a	late charge of <u>5.000% OF THE LATE AMOUNT</u>	
WITH A MAX OF \$100.00  ADDITIONAL CHARGES: In addition to intere	est, I agree to pay the followi	ng charges which X are	are not included in the principal amoun	
above: BANK AND FILING FEES	, · -g· ·-			
PAYMENTS: I agree to pay this note as follows: MONTHLY PAYMENTS OF ACCRUED INTEREST CALC	III ATED ON THE AMOUNT OF	PREDIT QUITETANDING REGINNI	INC ON GO G1 2002 AND PRINCIPAL DUE ON G7	
01-2004.	OLATED ON THE AMOUNT OF C		24125	
		RECORDATIO	N NO: OT TO STATE	
		յսլ 2	02 1-51 + 1	
		JUL 2	OC 15.11	
		SURFA	CE TRANSPORTATION BOARD	
ADDITIONAL TERMS: By Signing This Note, you are required to fur and other current financial information an		ITH AN UPDATED FINANCIAL S	TATEMENT, COPIES OF FEDERAL TAX RETURNS	
			O THE TERMS OF THIS NOTE (INCLUDING) Preceived a copy on today's date.	
SECURITY: This note is separately security	red by (describe separate		U" MEANS THE BORROWER.	
document by type and date): UCC FILING ON 1 19 AMTRAK PRIVATE CAR # 800289	47 PULLMAN BUSINESS CAR	YOUR RIGHT TO NO	NING THIS PAPER YOU GIVE U	
(This section is for your internal use. Failure to list a separate so agreement will not secure this note.)	ecurity document does not mean the	TAKEN AGAINST KNOWLEDGE AND T	ME A COURT JUDGMENT MAY BI You without your prior He powers of a court can bi	
PURPOSE: The purpose of this loan is PURCHASE		CLAIMS YOU MAY WHETHER FOR RET	FROM YOU REGARDLESS OF ANY HAVE AGAINST THE CREDITOR URNED GOODS, FAULTY GOODS PART TO COMPLY WITH THI Y OTHER CAUSE.	
Signature for Lander		R. P. FLYDA, INC. BA OHIO	ALWAY SUPPLY	
118		7 7	7	
(11/8)	tanan dari dari dari dari dari dari dari dari	R.P. FLYNN, PRESIDENT		
SCOTT R STIEGEMEIER, VICE PRESIDENT		D D ELVIN DEDCONALLY	AND AC AN INDIVIDUAL	
SCOTT R STIEGEMELER, VICE PRESIDENT		D D ELVIN DEDCONALLY	AND AS AN INDIVIDUAL	

DEFINITIONS: As used on page 1, "X means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of Ohio will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

(unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advance at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that its higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method will determine the number of days in a "year." If no accrual method will determine the number of days in a "year." If no accrual method of stated, then you may use any reasonable accrual method for calculating interest.

method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, then repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;
(2) any money owed to me on an item presented to you or in your possession for callection or exchange; and

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of

(3) any repurchase agreement or other nondeposit obligation. "Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay, this, note, your right of set-off does not apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your registro for set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default

HEAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur?

(1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G. Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand interest and other charges),

(2) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

other remedy.
(4) You may refuse to make advances to me or allow purchases on

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default, you do not waive your right to later consider the event as a default, you do not waive your right to later consider the covent as a default, in continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney have

any fee you incur with such attorney old controlled this ince, i also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to

require you to:
(1) demand payment of amounts due (presentment):

(2) obtain official certification of nonpayment (protest); or
 (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of

collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by pay it. (UT course, you are entitled to only one payment in rull.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

CREDIT INFORMATION: I agree and authorize you to obtain credit information below to of one time time (forewards).

information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

CONFESSION OF JUDGMENT: In addition to your remedies listed herein, I authorize any attorney to appear in a court of record and confess judgment, without process, against me, in favor of you, for any sum unpaid and due on this note, together with costs of suit.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S - INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
\$ \$		\$ 249 200, 1 1/2 3	\$	%	\$		
	1	\$	\$	%	\$		
	\$		\$	\$	%	\$	
	\$	1 14.5	\$.	\$	%	\$	
	\$	2	\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$	ar 1	\$	\$	%	\$	· Year
\$		\$	\$	%	\$	1 20	
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